

CTERA SERVICE LEVEL AGREEMENT

Service Description

CTERA Web Services enable organizations to enjoy the benefits of the CTERA Enterprise File Services Platform without having to own and manage their cloud infrastructure or compromise on security.

With CTERA Web Services, customers access and manage their data via the Internet through the CTERA Portal application hosted in a cloud environment. The CTERA Portal application is logically partitioned for each customer, providing a dedicated and highly secure system for each customer. The customer may use CTERA Web Services solely with CTERA Agent software installed on end-user devices as part of a CTERA Cloud Drive system or in conjunction with CTERA physical or virtual edge filers as part of a file services, data protection or Disaster Recovery (DR) use case.

CTERA ensures continuous operation of the cloud infrastructure and the CTERA Portal application, while the customer retains control over end-user service provisioning and system administration. This Service Level Agreement (SLA) governs the manner in which CTERA provides Web Services to its customers.

Benefits:

Platform-as-a-Service – On-demand cloud service that dynamically scales to meet Customer needs. Simple consumption-based pricing inclusive of CTERA Portal software and all infrastructure components.

Highly secure and dedicated – The Customer maintains control over data, metadata, credentials, and encryption keys. CTERA runs its application on Amazon Web Services, providing a further layer of market-tested and accepted security measures.

No Infrastructure Management Overhead – CTERA Portal is pre-installed and upgraded on an ongoing basis including 24x7 system health monitoring and security patching by an experienced US-based CTERA Enterprise Support Team.

Full IT Control – Customer maintains ownership over the system and end-user service provisioning and system administration.

Service Components:

- CTERA Portal Software and Licensing.
- Compute and Cloud Storage Resources are scaled to meet the Customer's requirements.
- CTERA Virtual NOC 24x7 monitoring service.

CTERA and Customer Responsibilities

Responsibilities for the operation and management of the CTERA Web Services are defined in terms of CTERA's and the customer's responsibilities. See *Service Responsibilities* diagram below.

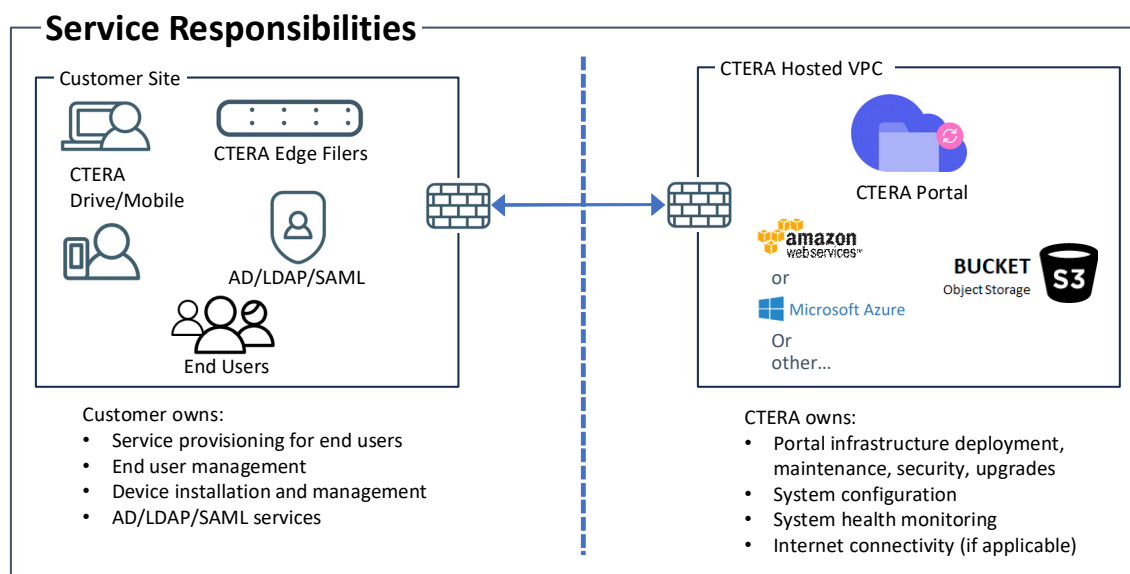
CTERA's responsibilities include:

- Configuring, provisioning and monitoring of the underlying cloud compute, storage and networking resources.
- Configuring, upgrading and patching the CTERA Portal application.
- 7x24 monitoring of the operation, security and availability of the Web Services platform.
- Critical alert monitoring of key system performance parameters and historical analysis of performance trends.

- Assessing current and historical performance trends and scaling the system to meet the Customer's requirements.

Customer's responsibilities include:

- Provisioning services for the customer's end users, as well as administration of the platform.
- CTERA Edge Filer, Drive Connect, Drive Share/Protect (Agent), CTERA Mobile, and CTERA Cache Assist software installation, as necessary.
- Provision and management of the customer's identity management services such as Active Directory, LDAP or SAML services.



Service Commitment

CTERA will use commercially reasonable efforts to make CTERA Web Services available with a *Monthly Availability Percentage* of at least 99.9%, in each case during any calendar month (the *Service Commitment*). In the event CTERA Web Services does not meet the Service Commitment, an Eligible Customer (customer who is eligible for Premium Cloud Care level) will be eligible to receive a *Service Credit* as described below.

Definitions

- Monthly Availability Percentage* is calculated by subtracting from 100% the percentage of minutes during the calendar month in which CTERA Web Services was in the state of *Unavailable*. Monthly Availability Percentage measurements exclude downtime resulting directly or indirectly from any items listed in the CTERA Service Exclusion section below.
- Availability* refers to Customer access to the CTERA Portal Application and its stored data by administrators and end users during a calendar month.
- Unavailable* means an issue that results in a critical business impact or downtime for CTERA Web Services, including issues where the Customer experiences:
 - A complete or substantial loss of access to the CTERA Portal Application or its stored data, or

- A real or perceived data loss or data corruption making an essential part of the CTERA Portal Application unusable, or
 - The inability to use a mission critical application within the CTERA Web Services.
- Note:** Scheduled upgrades and maintenance which result in downtime outside of regular business hours are not calculated in the Availability percentage.
- *Service Credit* is a dollar credit, calculated as set forth below, that CTERA may credit back to an eligible CTERA HVPC Account.

Service Credits

Service Credits are calculated as a percentage of the total charges paid by the customer for CTERA Web Services in respect of storage management fees for the calendar month in which the *Unavailability of the Web Services* occurred based on the schedule below.

| Monthly Uptime Percentage | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but greater than or equal to 99.0% | 10% |
| Less than 99.0% | 25% |

A Service Credit will be applicable and issued only if the credit amount for the applicable month is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the CTERA Web Services Agreement, the customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by CTERA to provide CTERA Web Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, the Customer must submit a claim by opening a case in the CTERA Support Center. To be eligible, the credit request must be received by CTERA within 60 days after which the incident occurred and must include:

- The words "SLA Credit Request" in the subject line;
- The dates and times of each incident of Unavailability claimed by the Customer; and
- The customer's request contains documentation of the errors and corroborate the claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Availability Percentage applicable to the month of such request is confirmed by CTERA and is less than the applicable Service Commitment, then CTERA will issue the Service Credit within 30 days following the date the request is confirmed. The customer's failure to provide the request and other information as required above will disqualify the customer from receiving a Service Credit.

CTERA Web Service Exclusions

The Service Commitment does not apply to any suspension or termination of CTERA Web Services or unavailability caused by: (i) factors outside of CTERA's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CTERA Web Services; (ii) that result from any actions or inactions of the Customer or any third party; (iii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within CTERA's direct control), (iv) scheduled downtime or maintenance windows for upgrading and patching the system during non-business hours. If availability is impacted by factors other than those used in the calculation of the Availability, then CTERA may issue a Service Credit considering such factors.